



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 08, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

55      October 8, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**ASSIGNMENT OF CITY OF ARCADIA  
FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL FUNDS  
IN EXCHANGE FOR COUNTY OF LOS ANGELES GASOLINE TAX FUNDS  
CITY OF ARCADIA – COUNTY OF LOS ANGELES  
COOPERATIVE AGREEMENT AND ASSIGNMENT  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

### **SUBJECT**

This action is to approve the cooperative agreement between the City of Arcadia and the County of Los Angeles for the assignment of the City's Federal Surface Transportation Program-Local (STP-L) funds in exchange for an equal amount of County gasoline tax funds.

### **IT IS RECOMMENDED THAT THE BOARD:**

Approve and instruct the Chairman of the Board to sign the cooperative agreement between the City of Arcadia and the County of Los Angeles providing for the City to assign \$170,000 of its Federal Surface Transportation Program-Local funds in exchange for an equal amount of County gasoline tax funds.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is for the Board to approve the enclosed cooperative agreement to effect the assignment of \$170,000 of the City's Federal STP-L funds to the County in exchange for an equal amount of the County gasoline tax funds.

This exchange of funds provides the City with less restrictive funds for the improvement of its local streets and is mutually beneficial to and of general interest to the City and the County.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By providing the City with less restrictive funds for the improvement of its local streets, residents of the City and the unincorporated County communities who travel on these streets will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The Board's approval of the agreement will result in no direct fiscal impact to the County. The County's payment of gasoline tax funds to the City will be offset by the Federal STP-L funds received by the County for use on a qualifying County road construction project that would have otherwise been financed with gasoline tax funds.

The \$170,000 in County gasoline tax funds to be paid to the City is included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2013-14 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

The agreement provides for the City to assign \$170,000 of the City's available Federal STP-L funds to the County and for the County to pay to the City, following the execution of the agreement and upon demand by the City, \$170,000 in County gasoline tax funds.

Section 1803 of the California Streets and Highways code provides that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500 et seq. of the Government Code.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of Federal STP-L funds between public agencies. These procedures require that the governing boards of both agencies approve an agreement for the transfer before the transfer can occur.

### **ENVIRONMENTAL DOCUMENTATION**

In accordance with Section 15378(b)(4) of the California Environmental Quality Act Guidelines the proposed action does not constitute a project, and therefore, is not subject to the requirements of the California Environmental Quality Act. The approval of the agreement is a fiscal activity that does not involve any commitment to any specific project that may result in the potentially significant impact on the environment.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The County will be processing Federal-aid eligible projects in the unincorporated areas to which the City's assignment of Federal STP-L funds can be obligated. The City intends to utilize the gasoline tax funds in accordance with Article XIX of the California State Constitution within the geographical boundary of the City.

**CONCLUSION**

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**AGREEMENT AND ASSIGNMENT OF  
FEDERAL SURFACE  
TRANSPORTATION PROGRAM-LOCAL FUNDS**

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF ARCADIA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

**WITNESSETH**

WHEREAS, CITY desires to assign One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) of CITY Federal Surface Transportation Program-Local (STP-L) funds in exchange for an equal amount of COUNTY gasoline tax funds; and

WHEREAS, CITY proposes to expend the gasoline tax funds in accordance with Article XIX of the California State Constitution; and

WHEREAS, COUNTY is willing to accept the CITY'S assignment of Federal STP-L funds and is currently processing projects under the Federal STP-L funds to which CITY'S Federal STP-L funds can be readily obligated; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, such an assignment and exchange of funds is beneficial to and in the general interest of CITY and COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To assign to COUNTY a fixed sum of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) of CITY'S available Federal STP-L funds. Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.
- b. To accept COUNTY'S payment of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) in COUNTY gasoline tax funds in exchange for the assignment of CITY'S Federal STP-L funds and to expend these funds in accordance with Article XIX of the California State Constitution toward improvement of its local streets and/or a future road improvement project within the geographical boundary of CITY, which is to be designed and administered by CITY.

- c. To provide a billing invoice to COUNTY for One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) upon execution of this AGREEMENT AND ASSIGNMENT.

(2) COUNTY AGREES:

- a. To accept CITY'S assignment of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) in Federal STP-L funds, which will be obligated on future COUNTY administered Federal-aid eligible projects.
- b. To pay CITY, following full execution of this AGREEMENT AND ASSIGNMENT and upon demand by CITY, One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) in COUNTY gasoline tax funds. Such demand will consist of a billing invoice prepared by CITY and delivered to COUNTY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT AND ASSIGNMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY.
- b. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. Dominic Lazzaretto  
City Manager  
City of Arcadia  
240 West Huntington Drive  
Arcadia, CA 91007

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- c. It is understood and agreed that the provisions of Assumption of Liability Agreement 32046 between CITY and COUNTY, adopted by the County Board of Supervisors on November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT AND ASSIGNMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized by the CITY OF ARCADIA on AUGUST 13, 2013, and by the COUNTY OF LOS ANGELES on October 8, 2013.

COUNTY OF LOS ANGELES

By Mark Ridley-Thomas  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



By [Signature]  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
a copy of this document has been made

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATLLI  
County Counsel

By [Signature]  
Deputy

CITY OF ARCADIA

By [Signature]  
Mayor

Date 8-13-2013

ATTEST:

By [Signature]  
City Clerk

APPROVED AS TO FORM:

By [Signature]  
City Attorney

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**55 OCT 08 2013**

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

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